

CUMBERLAND COUNTY COMMISSION QUARTERLY MONTHLY MEETING AGENDA

JULY 20, 2015

6:00 O'CLOCK P.M.

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call, Cumberland County Clerk, Jule Bryson
5. Minutes of June 15, 2015 Monthly Cumberland County Commission Meeting
6. Special recognitions, memorials, etc.
7. Comments by the General Public
8. Unfinished Business
9. New Business:

Bond for Donald Earl Andrews, Cumberland County Director of Schools

RESOLUTION 07-2015-1-To apply to the Tennessee Department of Economic and Community Development for Community Development Block Grant Disaster Funds (Carey)

RESOLUTION 07-2015-2-To approve the Thirteenth (13th) Judicial District Drug and Violent Crime Task Force Interlocal Cooperation Agreement (Carter)

RESOLUTION 07-2015-3-To approve the agreement for Medical Examiner Services between the Knox County Regional Forensic Center and Cumberland County (Turner)

RESOLUTION 07-2015-4-To approve license agreement between State of Tennessee Department of Environment and Conservation and Cumberland County (Carey)

RESOLUTION 07-2015-5-To extend the Downtown Crossville Incorporated (DCI) Lease and Agreement (Stone)

RESOLUTION 07-2015-6-To appoint Joseph L. Tryring as a Judicial Commissioner for Cumberland County for four (4) year term beginning July 20, 2015 (Gibson)

RESOLUTION 07-2015-7-To approve a Pay Scale Committee (Stone)

RESOLUTION 07-2015-8-To adopt a building codes edition (Stone)

RESOLUTION 07-2015-9-To join the City of Crossville to exercise option on industrial property (Dyer)

10. County Official Reports
11. County Attorney Report
12. Standing Committee Reports
13. Statutory Committee Reports
14. Election of Notaries, Appointments, and Confirmations
15. Announcements and Statements
16. Adjournment

CUMBERLAND COUNTY COMMISSION MONTHLY MEETING MINUTES

JUNE 15, 2015

Be it remembered that the Cumberland County Commission met in monthly session on Monday, June 15, 2015 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Chairman, County Mayor Kenneth Carey, Jr. who invited Commissioner Wendell Wilson to give the Invocation and Commissioner Tracey Scarbrough was asked by the Mayor to lead the Pledge of Allegiance to the Flag of the United States of America. Also present at the meeting were County Clerk Jule Bryson, County Attorney Randal Boston, Finance Director Nathan Brock and the following County Commissioners:

Jeff Dyer	Tracey Scarbrough
Nancy Hyder	Tom Isham
David Hassler	Rebecca Stone
Allen Foster	David Gibson
Jack Davis	Terry Lowe
Terry Carter (absent)	Wendell Wilson
Elbert Farley	Roy Turner
Tim Claflin	Sonya Rimmer
Woody Geisler	John Kinnunen (absent)

A quorum being present, the Cumberland County Commission was opened in due form of law and the following proceedings were had to wit:

1. MINUTES OF MAY 18, 2015 MONTHLY CUMBERLAND COUNTY COMMISSION MEETING:

On motion of Commissioner Gibson, second by Commissioner Dyer, moved the minutes of the May 18, 2015 Monthly Commission Meeting be approved, treat same as read, made a matter of record, and filed.

The motion to approve the Meeting Minutes carried by a roll call vote of 16 ayes from the Commission present.

COMMENTS:

Jack Jamison addressed the Board and complimented Cumberland County's Recycling Program but suggested the recycling center located at Highway 70 West at Airport Road needed better upkeep.

NEW BUSINESS:

Commissioner Sonya Rimmer, as sponsor of Resolution 06-2015-26, requested the resolution be withdrawn for consideration at the current meeting.

2. RESOLUTION 06-2015-1-REAPPOINTING HARRY SABINE TO THE CUMBERLAND COUNTY LIBRARY BOARD FOR A SECOND TERM OF THREE YEARS TO BEGIN JULY 1, 2015 AND END JUNE 30, 2018, REAPPOINTING LONNIE VAN TRUMP TO THE CUMBERLAND COUNTY LIBRARY BOARD FOR A SECOND TERM OF THREE YEARS TO BEGIN JULY 1, 2015 AND END JUNE 30, 2018, AND APPOINTING KAYE RANDOLPH TO THE FALLING WATER RIVER REGIONAL LIBRARY BOARD FOR A FIRST TERM OF THREE YEARS TO BEGIN JULY 1, 2015 AND END JUNE 30, 2018:

On motion of Commissioner Hyder, second by Commissioner Wilson, moved to adopt resolution 06-2015-1.

The motion to adopt resolution 06-2015-1, appointing Harry Sabine and Lonnie Van Trump to the Cumberland County Library Board for terms to end June 30, 2018 and appointing Kay Randolph to the Falling Water River Regional Library Board for a term to end June 30, 2018, carried by a roll call vote of 16 ayes from the Commission present.

3. RESOLUTION 06-2015-2-TO ACCEPT OFFER OF VALERIE A. SCRIVEN TO PURCHASE PROPERTY OWNED BY CUMBERLAND COUNTY:

On motion of Commissioner Hassler, second by Commissioner Isham, moved to adopt resolution 06-2015-2.

The motion to adopt resolution 06-2015-2, accepting the offer of Valerie A. Scriven to pay five hundred dollars (\$500.00) to purchase one (1) parcel of county owned property located at 126 Norcross Road in Fairfield Glade, carried by a roll call vote of 16 ayes from the Commission present.

4. RESOLUTION 06-2015-3-GENERAL PURPOSE SCHOOL FUND, LINE ITEM BUDGET AMENDMENT, BOARD OF EDUCATION-CENTRAL CAFETERIA FUND, \$9,340.00:

On motion of Commissioner Rimmer, second by Commissioner Turner, moved to adopt resolution 06-2015-3.

The motion to adopt resolution 06-2015-3, a budget amendment to reallocate funds to the appropriate lines within the School Nutrition-Central Cafeteria Fund Budget for communications, travel, equipment and machine parts, carried by a roll call vote of 16 ayes from the Commission present.

5. RESOLUTION 06-2015-4-GENERAL PURPOSE SCHOOL FUND, LINE ITEM BUDGET AMENDMENT, BOARD OF EDUCATION-CENTRAL CAFETERIA FUND, \$19,015.00:

On motion of Commissioner Foster, second by Commissioner Gibson, moved to adopt resolution 06-2015-4.

The motion to adopt resolution 06-2015-4, a budget amendment to reallocate funds to the appropriate lines within the School Nutrition-Central Cafeteria Fund Budget for salary adjustments, state retirement and unemployment compensation, carried by a roll call vote of 16 ayes from the Commission present.

6. RESOLUTION 06-2015-5-GENERAL PURPOSE SCHOOL FUND, LINE ITEM BUDGET AMENDMENT, BOARD OF EDUCATION-SPECIAL EDUCATION FUND, \$21,500.00:

On motion of Commissioner Hyder, second by Commissioner Dyer, moved to adopt resolution 06-2015-5.

The motion to adopt resolution 06-2015-5, a budget amendment to reallocate funds to the appropriate lines within the School Nutrition-Central Cafeteria Fund Budget for contracted services, carried by a roll call vote of 16 ayes from the Commission present.

7. RESOLUTION 06-2015-6-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$152.00:

On motion of Commissioner Rimmer, second by Commissioner Gibson, moved to adopt resolution 06-2015-6.

The motion to adopt resolution 06-2015-6, a budget amendment for medical insurance expenses for the Attendance Department, carried by a roll call vote of 16 ayes from the Commission present.

8. RESOLUTION 06-2015-7-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$400.00:

On motion of Commissioner Geisler, second by Commissioner Rimmer, moved to adopt resolution 06-2015-7.

The motion to adopt resolution 06-2015-7, a budget amendment for office supplies for the Superintendent's Office, carried by a roll call vote of 16 ayes from the Commission present.

9. RESOLUTION 06-2015-8-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$1,000.00:

On motion of Commissioner Wilson, second by Commissioner Claflin, moved to adopt resolution 06-2015-8.

The motion to adopt resolution 06-2015-8, a budget amendment for Career and Technical Education (CTE) Non-Certified Substitute Teacher expenses, carried by a roll call vote of 16 ayes from the Commission present with Commissioner Hyder declaring a conflict of interest before her vote.

10. RESOLUTION 06-2015-9-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$1,300.00:

On motion of Commissioner Claflin, second by Commissioner Rimmer, moved to adopt resolution 06-2015-9.

The motion to adopt resolution 06-2015-9, a budget amendment for Board of Education travel, supplies and materials, carried by a roll call vote of 16 ayes from the Commission present.

11. RESOLUTION 06-2015-10-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$2,469.00:

On motion of Commissioner Hyder, second by Commissioner Hassler, moved to adopt resolution 06-2015-10.

The motion to adopt resolution 06-2015-10, a budget amendment to reallocate funds in the Maintenance of Plant series to pay for reclassification of one employee, carried by a roll call vote of 16 ayes from the Commission present.

12. RESOLUTION 06-2015-11-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$2,590.00:

On motion of Commissioner Claflin, second by Commissioner Dyer, moved to adopt resolution 06-2015-11.

The motion to adopt resolution 06-2015-11, a budget amendment for part time personnel (school nurse substitutes) and medical insurance, carried by a roll call vote of 16 ayes from the Commission present.

13. RESOLUTION 06-2015-12-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$3,680.00:

On motion of Commissioner Gibson, second by Commissioner Foster, moved to adopt resolution 06-2015-12.

The motion to adopt resolution 06-2015-12, a budget amendment for central and others life insurance, medical insurance and travel expenses, carried by a roll call vote of 16 ayes from the Commission present.

14. RESOLUTION 06-2015-13-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$3,750.72:

On motion of Commissioner Wilson, second by Commissioner Turner, moved to adopt resolution 06-2015-13.

The motion to adopt resolution 06-2015-13, a budget amendment for reallocating funds to the Regular Instruction series to pay for summer work for Mechanics Instructors to service Board of Education vehicles, carried by a roll call vote of 16 ayes from the Commission present.

15. RESOLUTION 06-2015-14-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$5,500.00:

On motion of Commissioner Dyer, second by Commissioner Claflin, moved to adopt resolution 06-2015-14.

When Travis Isaacson was questioned by Commissioner Wilson about the Career Ladder Program's increased expenditures, the Chief Financial Officer for the Board of Education explained that the transfer of funds was necessary to resolve some budgeting issues.

The motion to adopt resolution 06-2015-14, a budget amendment to transfer funds for Regular Instruction (administrative) and the SPED Supervisor/Director, carried by a roll call vote of 16 ayes from the Commission present.

16. RESOLUTION 06-2015-15-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$7,258.00:

On motion of Commissioner Hassler, second by Commissioner Rimmer, moved to adopt resolution 06-2015-15.

The motion to adopt resolution 06-2015-15, a budget amendment for the Career Ladder Program and Life, Medical and Dental Insurance expenses for Guidance Personnel, carried by a roll call vote of 16 ayes from the Commission present.

17. RESOLUTION 06-2015-16-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$12,630.00:

On motion of Commissioner Claflin, second by Commissioner Turner, moved to adopt resolution 06-2015-16.

The motion to adopt resolution 06-2015-16, a budget amendment for Career and Technical Education (CTE) Department Social Security, State Retirement and Medical Insurance expenses, carried by a roll call vote of 16 ayes from the Commission present with Commissioner Hyder declaring a conflict of interest before her vote.

18. RESOLUTION 06-2015-17-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$11,555.00:

On motion of Commissioner Claflin, second by Commissioner Rimmer, moved to adopt resolution 06-2015-17.

The motion to adopt resolution 06-2015-17, a budget amendment for Alternative School Teacher salary, Social Security and State Retirement expenses, carried by a roll call vote of 16 ayes from the Commission present.

19. RESOLUTION 06-2015-18-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$13,100.00:

On motion of Commissioner Foster, second by Commissioner Gibson, moved to adopt resolution 06-2015-18.

The motion to adopt resolution 06-2015-18, a budget amendment to reallocate funds in the Transportation series to pay for office supplies, Bus Mechanics driving bus routes and reclassification of one employee to twelve (12) months, carried by a roll call vote of 16 ayes from the Commission present.

20. RESOLUTION 06-2015-19-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$14,750.00:

On motion of Commissioner Rimmer, second by Commissioner Dyer, moved to adopt resolution 06-2015-19.

The motion to adopt resolution 06-2015-19, a budget amendment for Medical Insurance premiums for Regular Instruction, carried by a roll call vote of 16 ayes from the Commission present.

21. RESOLUTION 06-2015-20-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$15,800.00:

On motion of Commissioner Hassler, second by Commissioner Farley, moved to adopt resolution 06-2015-20.

The motion to adopt resolution 06-2015-20, a budget amendment for all School Level Secretary and Clerical Personnel salaries, carried by a roll call vote of 16 ayes from the Commission present.

22. RESOLUTION 06-2015-21-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$18,000.00:

On motion of Commissioner Rimmer, second by Commissioner Claflin, moved to adopt resolution 06-2015-21.

Commissioner Farley explained that at a past Board of Education Meeting it was determined that the Pleasant Hill Cafeteria expansion project would be at no cost; however after discovering the need to replace a load-bearing wall, the project would now require funds from the Capital Outlay.

The motion to adopt resolution 06-2015-21, a budget amendment to reallocate funds in the Capital Outlay to pay for Pleasant Hill Cafeteria expansion and replacing playground equipment that was retired after inspection, carried by a roll call vote of 16 ayes from the Commission present.

23. RESOLUTION 06-2015-22-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$18,710.00:

On motion of Commissioner Rimmer, second by Commissioner Foster, moved to adopt resolution 06-2015-22.

The motion to adopt resolution 06-2015-22, a budget amendment for Cumberland County Quality Childcare Program (CCQCP) salaries and Social Security expenses, carried by a roll call vote of 16 ayes from the Commission present.

24. RESOLUTION 06-2015-23-GENERAL PURPOSE SCHOOL FUND, BUDGET AMENDMENT, \$22,000.00:

On motion of Commissioner Farley, second by Commissioner Rimmer, moved to adopt resolution 06-2015-23.

The motion to adopt resolution 06-2015-23, a budget amendment for Communications and Water/Sewer expenses, carried by a roll call vote of 16 ayes from the Commission present.

25. RESOLUTION 06-2015-24-BUDGET AMENDMENT, HIGHWAY FUND, \$470.00:

On motion of Commissioner Rimmer, second by Commissioner Gibson, moved to adopt resolution 06-2015-24.

The motion to adopt resolution 06-2015-24, an amendment for budget overruns, carried by a roll call vote of 16 ayes from the Commission present.

26. RESOLUTION 06-2015-25-BUDGET AMENDMENT, SANITATION FUND, (CONVENIENCE CENTERS/ RECYCLE), \$8,936.00:

On motion of Commissioner Claflin, second by Commissioner Hyder, moved to adopt resolution 06-2015-25.

The motion to adopt resolution 06-2015-25, an amendment for budget overruns, carried by a roll call vote of 16 ayes from the Commission present.

27. RESOLUTION 06-2015-27-BUDGET AMENDMENT, GENERAL FUND, \$78,475.00:

On motion of Commissioner Rimmer, second by Commissioner Claflin, moved to adopt resolution 06-2015-27.

The motion to adopt resolution 06-2015-27, a budget amendment for revenues exceeding projections, carried by a roll call vote of 16 ayes from the Commission present.

28. RESOLUTION 06-2015-28-BUDGET AMENDMENT, GENERAL FUND, \$107,567.00:

On motion of Commissioner Foster, second by Commissioner Claflin, moved to adopt resolution 06-2015-28.

The motion to adopt resolution 06-2015-28, an amendment for budget overruns, carried by a roll call vote of 16 ayes from the Commission present.

29. RESOLUTION 06-2015-29-BUDGET AMENDMENT, GENERAL FUND, DISASTER RELIEF, \$3,600,000.00:

On motion of Commissioner Gibson, second by Commissioner Dyer, moved to adopt resolution 06-2015-29.

Before a vote on the resolution, Commissioner Foster asked the Mayor how the cleanup from the February 2015 ice storm was progressing and if the estimated cost for the debris removal project was going to be as high as projected. Mayor Carey stated that he along with Emergency Management Agency (EMA) Director Keith Garrison, Assistant EMA Director Jill Ritzman and Finance Director Nathan Brock had recently attended a meeting with the Federal Emergency Management Agency (FEMA) personnel and the monitoring and contracting companies participating in the cleanup where all involved parties agreed to provide the county with weekly progress reports. Commissioner Stone questioned whether citizens would be given a chance to report any unfinished areas before the project ends and Commissioner Turner voiced his concerns about the county's liability if there was an accident. The Mayor made known that FEMA and the monitoring company would assess the contractors work and EMA Director Garrison and the Cumberland County Road Department would also make sure the roads were cleared before the project was finalized. County Attorney Boston advised the contract between all the concerned parties covered the liability issue.

The motion to adopt resolution 06-2015-29, a budget amendment for disaster relief monies from the Federal Emergency Management Agency and Tennessee Emergency Management Agency, carried by a roll call vote of 16 ayes from the Commission present.

30. RESOLUTION 06-2015-30-TO APPROVE A SALARY AND SUPPLEMENT TO THE POSITION OF DISPATCH DIRECTOR, BUDGET AMENDMENT, OTHER EMERGENCY MANAGEMENT, \$2,413.00:

On motion of Commissioner Dyer, second by Commissioner Hassler, moved to adopt resolution 06-2015-30.

Several Commissioners spoke out to explain why they would not support the resolution approving the salary and supplement for a new dispatch director. Many Board Members stated the proposed salary and annual supplement for a new hire dispatch director did not follow the guidelines defined in the county's wage scale or appear fair to other county directors or long time employees.

The motion to adopt resolution 06-2015-30, a budget amendment to facilitate the salary and supplement for the new dispatch director effective on the persons hire date and subject to equal funding by Cumberland County, the City of Crossville and the Cumberland County E-911 Board, failed with Commissioners Scarbrough, Hyder, Isham, Stone, Foster, Gibson, Lowe, Wilson, Farley, Claflin, Rimmer, and Geisler voting against the adoption of the resolution. Commissioners Dyer, Hassler, Davis, and Turner voted for the adoption of resolution 06-2015-30.

31. RESOLUTION 06-2015-31-AUTHORIZING A DONATION TO THE CUMBERLAND COUNTY VETERANS ASSISTANCE COUNCIL, GENERAL FUND, BUDGET AMENDMENT, \$29,886.50:

On motion of Commissioner Foster, second by Commissioner Rimmer, moved to adopt resolution 06-2015-31.

Since the Cumberland County Veterans Assistance Council (CCVAC) is an Internal Revenue Service (IRS) 501(c) (3) non-profit designated public charity, Commissioner Hyder explained that if the council receives more than a certain amount of contributions in a fiscal year then the IRS may require more vendor or solicitation fees from the organization. Jack Fogel, the CCVAC Coordinator agreed that the Veterans Assistance Council preferred to accept only a portion of the restitution proceeds at the present time. Commissioner Turner stated he would like for the CCVAC to receive the full amount without delay. The Finance Director clarified that although the Veterans Assistance Council had requested to receive only twenty-five thousand dollars (\$25,000.00) of the contributed funds, the budget amendment committed twenty-nine thousand eight hundred eighty-six dollars and fifty cents (\$29,886.50) to the general fund balance to be preserved for the CCVAC in the future.

The motion to adopt resolution 06-2015-31, a budget amendment approving a contribution of twenty-five thousand dollars (\$25,000.00) to the Cumberland County Veterans Assistance Council and all remaining and future restitution payments from the former Veterans Service Officer shall be committed for Cumberland County veterans services and assistance, carried by a roll call vote of 15 ayes from the Commission present with Commissioner Turner voting no.

32. RESOLUTION 06-2015-32-TO ADOPT A CONTINUING BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND TO AUTHORIZE THE EXPENDITURE OF FUNDS BY THE VARIOUS COUNTY OFFICES AND DEPARTMENTS:

On motion of Commissioner Rimmer, second by Commissioner Claflin, moved to adopt resolution 06-2015-32.

The motion to adopt resolution 06-2015-32, a continuing budget resolution, carried by a roll call vote of 16 ayes from the Commission present.

COUNTY OFFICIAL REPORT-FINANCE DIRECTOR:

Commissioners received a brief report from Finance Director Brock about the May 2015 revenue collections the County received from property taxes, hotel/motel taxes, ambulance services, contracted prisoner boarding and sales taxes.

COUNTY ATTORNEY REPORT:

In his report, County Attorney Randal Boston stated Spirit Broadband, LLC had been served by Cumberland County to initiate the legal actions necessary to resolve issues with the cable company's lack of payment of franchise fees and contract disputes.

BUDGET COMMITTEE REPORT:

Committee Chairperson Rimmer reminded Commissioners of a Budget Committee Meeting scheduled for June 23, 2015 and a Joint Economic Community Development Board Meeting on June 22, 2015. She also asked Board Members to pick up the County Officials Wage Scale and Compensation packets from the Finance Department.

33. ELECTION OF NOTARIES:

On motion of Commissioner Gibson, second by Commissioner Scarbrough, moved that Sharon Bilbrey, Roxie D. Blair, James A. Cook, Jessi Davis, Tammie J. French, Teresa Parker, Karen Randall, Melea R. Roper, Paula Stewart, Linda D. Waters and Pennie S. Williams are elected as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by a roll call vote of 16 ayes from the Commission present.

ANNOUNCEMENT:

Board Members were invited by the Mayor to attend an Economic Development Forum to be held on June 19, 2015 at the Crossville City Hall.

34. ADJOURNMENT:

On motion of Commissioner Turner, second by Commissioner Foster, moved the June 15, 2015 Monthly Commission Meeting be adjourned at 6:50 o'clock P.M.

The motion to adjourn the meeting carried by unanimous voice vote from the Commission present.

MINUTES APPROVED FOR ENTRY THIS _____ DAY OF JULY 2015.

Kenneth Carey, County Mayor
Chairman, Cumberland County Commission

Jule Bryson, Cumberland County Clerk

SURETY'S BOND NO. 66184686



STATE OF TENNESSEE
COUNTY OF CUMBERLAND
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF SUPERINTENDENT OF CUMBERLAND SCHOOLS

KNOW ALL MEN BY THESE PRESENTS:

That DONALD EARL ANDREWS of CROSSVILLE (City or Town),
County of CUMBERLAND Tennessee, as Principal, and Auto-Owners (Mutual) Insurance Company
as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
ONE HUNDRED THOUSAND AND 00/100 Dollars (\$ 100,000.00) lawful money of the
United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns,
each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elect ☒ appointed to the office of SUPERINTENDENT OF CUMBERLAND SCHOOLS of and
for CUMBERLAND County for the 3 year term beginning on the 1st day of JULY, 2 015 and ending on
the 1st day of JULY, 2 018.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said DONALD EARL ANDREWS, Principal, shall:

1. Faithfully perform the duties of the office of SUPERINTENDENT OF CUMBERLAND SCHOOLS of CUMBERLAND County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 12th day of JUNE, 2 015.

WITNESS - ATTEST:

Maichia Kilgus

PRINCIPAL:

Donald Earl Andrews
DONALD EARL ANDREWS

COUNTERSIGNED BY:

Paula Abner
Tennessee Resident Agent

SURETY:

by: Paula Abner
PAULA A ABNER
Attorney-in-Fact

(Attach evidence of authority to execute bond)



ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF Cumberland

Before me, a Notary Public, of the State and County aforesaid, personally appeared Donald Earl Andrews,
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act
and deed.

Witness my hand and seal this 16th day of June, 2015.

My Commission Expires:

October 4, 2017.

Paula Abner

Notary Public

(over)

RESOLUTION NO. 07-2015-1

**A RESOLUTION TO APPLY TO THE
TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER FUNDS**

WHEREAS, Cumberland County, Tennessee, is eligible for grant funds under the Community Development Block Grant Program administered by the Tennessee Department of Economic and Community Development; and

WHEREAS, Cumberland County, Tennessee, is eligible for a maximum grant of two hundred fifty thousand dollars (\$250,000.00) under the Community Development Block Grant Disaster Funds; and

WHEREAS, Cumberland County, Tennessee, needs to improve the County's communication system;

WHEREAS, communication system projects are eligible activities under the Community Development Block Grant Program; and

WHEREAS, Cumberland County has agreed use designated funds in the amount of \$2,500,000 for the improvements of the communication system as matching funds;

NOW, THEREFORE BE IT RESOLVED, by the County Mayor and County Commission that:

1. The County Mayor and County Commission be authorized and directed to:
 - A. Execute and submit an application for Community Development Block Grant disaster funds to the Tennessee Department of Economic and Community Development in order to provide a source of safe drinking water for the community.
 - B. Enter into the necessary agreements with the Tennessee Department of Economic and Community Development to receive and administer said grant funds.
 - C. Execute necessary agreements for administrative services without further action by the Commission, contingent upon approval by the funding agencies.
2. Amanda Mainord of Grassroots Planning & Consulting shall prepare all necessary documents for the completion of said application for the proposed project at no charge to Cumberland County. Should said CDBG grant be approved, Grassroots Planning & Consulting shall be engaged to perform all administrative services for said project.

DULY PASSED AND ADOPTED this the 20th day of July 2015, the public welfare requiring it.

SPONSOR:


KENNETH CAREY, JR., COUNTY MAYOR

ATTEST:

JULE BRYSON, COUNTY CLERK

APPROVE:

KENNETH CAREY, JR., COUNTY MAYOR

RESOLUTION NO. 07-2015-2

A RESOLUTION TO APPROVE THE 13TH JUDICIAL DISTRICT DRUG & VIOLENT CRIME TASK FORCE INTERLOCAL COOPERATION AGREEMENT

WHEREAS, the 13th Judicial District Drug & Violent Crime Task Force ("13th DTF") was created in an effort to consolidate the effort, information, experience and resources of the individual law enforcement agencies within the Judicial District in order to effectively investigate drug and violent crime cases; and

WHEREAS, the 13th DTF consists of the following counties: Clay, Cumberland, DeKalb, Overton, Pickett, Putnam, and White County; and

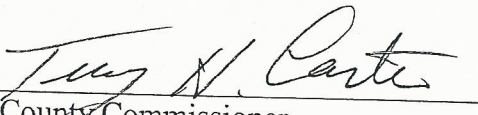
WHEREAS, the 13th DTF shall be governed by a Board of Directors comprised of the District Attorney General, each Sheriff of the 13th Judicial District and Chief of Police of each municipal police department of the 13th District; and

WHEREAS, each county of the 13th district must accept and approve the Interlocal Cooperation Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in session assembled on July 20, 2015 that Cumberland County Mayor, Kenneth Carey, Jr. be authorized and directed to execute the Interlocal Cooperation Agreement for the 13th Judicial District Drug & Violent Crime Task Force.

Adopted this 20th day of July, 2015.

SPONSOR:


County Commissioner

APPROVED:

County Mayor

ATTEST:

County Clerk

**INTERLOCAL COOPERATION AGREEMENT
13th JUDICIAL DISTRICT DRUG & VIOLENT CRIME TASK FORCE**

This Agreement is entered into by the undersigned parties on behalf of the governing bodies such parties represent by virtue of the office the individual holds at the time this Agreement is signed. The governing bodies represented herein are located within the 13th Judicial District of the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101, *et seq.*, authorizes public agencies to enter into inter-local cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 8-7-110, as amended by the Public Acts of 2004, authorizes any law enforcement officer or assistant district attorney general or district attorney general criminal investigator hired or assigned to a drug task force to enforce the laws of the State of Tennessee related to the investigation and prosecution of drug and violent crime cases by conferring the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction; and

WHEREAS, the local governments that are parties to this Agreement are to avail themselves of all authority conferred by these statutes, and any other provisions of law, to create and operate a drug task force for the 13th Judicial District; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional drug task force is created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to create a multi-jurisdictional authority to be known as the 13th Judicial Drug and Violent Crimes Task Force ("13th DTF") in an effort to consolidate the effort, information, experience and resources of the individual law enforcement agencies within the Judicial District in order to effectively investigate drug and violent crime cases. The 13th DTF will direct its primary enforcement efforts in the following areas:

- Suppression and/or termination of activities of drug and firearms traffickers, violent gangs, terrorists, and others who pose a threat to public safety and security.
- Proactive traffic enforcement will be focused on areas where a reduction in crashes and criminal activity will result.
- Gather and report intelligence data.
- Engage in traditional methods of investigation in order that the 13th DTF activities will result in effective prosecution before the courts of the State of Tennessee and the United States of America.
- Establish a liaison with the District Attorney General's offices and the United States Attorney's Offices for legal advice and encouragement of vigorous prosecution of developed cases.
- Integrate federal, state and local law enforcement agencies and prosecutors;

enhance inter agency coordination and intelligence; and facilitate multi-jurisdictional investigations.

- Seize and forfeit the proceeds and instrumentalities of drug trafficking, money laundering and terrorism, and direct these to prevention and law enforcement, in accordance with legal procedures.
- Implement procedures to reduce violent crime, including without limitation familial abuse of all types throughout the 13th Judicial District.

This Agreement does not prohibit, or otherwise restrict the law enforcement agencies which are parties to this Agreement, from continuing to investigate drug cases within the jurisdiction in which such agency operates.

2. **BOARD OF DIRECTORS:** The 13th DTF shall be governed by a Board of Directors (hereinafter referred to as the "Board"). The Board shall be comprised of the District Attorney General, each sheriff of the 13th Judicial District who is a party to this Agreement and chief of police of each municipal police department that is a party to this Agreement.

Other local government entities within the 13th Judicial District may become a party to this Agreement through written notification to the Board of Directors and approval by the governing body of the entity and acceptance of this Agreement's terms and conditions. Such added parties may then designate a representative for the Board according to the provisions outlined herein.

Meetings: The Board or the Director of the 13th DTF will establish the time, date and place for the regular meetings of the Board. Regular meetings will be held at least quarterly (4 times per year). Special Meetings of the Board may be called at the request of the Chairman of the Board or at the request of one-third (1/3) of the Board Members. Notices of all meetings of the Board shall be sent by the Director of the DTF by e-mail or by regular mail at least ten (10) days prior to the meeting. Public Notice of all Board meetings shall be posted at the court houses in the seven counties of the 13th Judicial District.

Quorum: Except as otherwise provided herein, a majority of the Board members in person shall constitute a quorum for the transaction of business. Except as otherwise provided herein, a majority of the quorum will rule.

Compensation: Members of the Board will serve without additional compensation.

Authority: The Board is responsible for the overall policy and direction of the DTF. The duties of the Board include, but are not limited to, the following:

- (a). Selecting a Director for the 13th DTF. Such person may be assigned from a participating law enforcement agency or governmental entity.
- (b). Approving assignment, discharge, suspension, or transfer of 13th DTF personnel.

- (c). Overseeing the finances of the 13th DTF to ensure compliance with the procedures required by the State Comptroller and State law, federal grants and any internal financial policies established by the Board.
- (d). Review annually all Memorandums of Understandings, Inter-agency Agreements and Inter-local Agreements.

Officers of the Board: One member of the Board will be elected by the Board members as Chairman. The Chairman shall hold that position for a period of one (1) year from the date of election. The Board may elect other officers as the Board deems appropriate.

Voting: Each member of the Board will have an equal vote in the conduct of its business. Voting by proxy or thru an assigned designate will be allowed if the Board member elects this option at any time prior to the date a vote of the Board is taken. A vote by a proxy or assigned designate of a Board member will have the same force and effect as a vote by such Board member in person. Any action authorized in writing by all of the Board shall be an act of the Board with the same force and effect as if the same had been passed by unanimous vote of a duly called meeting of the Board.

Non-liability of Board members: The Board members shall not be personally liable for the debts, liabilities or other obligations of the DTF.

3. **DRUG TASK FORCE DIRECTOR:** The Board shall designate a Director to supervise the day-to-day business of the DTF. The Director shall be responsible for implementing policies approved by the Board and for reporting to the Board at each meeting. The Director shall not receive compensation from the 13th DTF but shall only be paid by and through the policies of the agency at which the Director is employed on a full-time basis. Authority of the Director shall be determined by the Board. The Director shall not be entitled to vote at Board meetings. The duties of the Director include, but are not limited to, the following:

- (a) Appoint such Deputy Directors as the Director deems necessary. The duties of the Director may be delegated to such Deputy Director(s) as deemed necessary by the Director.
- (b) Select a 13th DTF Office Manager, and/or other necessary office personnel, and receive approval from the Board for such selection(s).
- (c) Approve expenditure of 13th DTF funds and maintain account of such funds as required by the State Comptroller, state law, federal grant and internal financial procedures established by the Board.
- (d) Ensure the timely preparation of all reports on 13th DTF activities.
- (e) Prepare press releases and press information pertaining to the 13th DTF.

- (f) Prepare policies and procedures for 13th DTF personnel, and receive approval from the Board for the implementation of such policies and procedures.
- (g) Enter into agreements, leases, and/or contracts on behalf of the 13th DTF. The Director does not have to seek approval from the Board for agreements, leases and/or contracts pertaining to the day-to-day operations of the 13th DTF; however, such agreements, leases and/or contracts must be accounted for within the budget and/or quarterly financial statement provided to the Board. The Board may set a maximum financial obligation which may be implemented through the authority of the Director, to set a standard by which approval must be sought prior to the implementation of agreements, leases and/or contracts pertaining to the DTF.

4. **FINANCES:** The financial matters of the 13th DTF shall be conducted in accordance with all applicable state and federal laws.

Judicial District Drug Fund: A joint fund shall be established for the monies necessary for 13th DTF operations. Such fund shall be maintained in the office of the Trustee in the county designated by the Board. This fund shall be known as the "Judicial District Drug Fund." All monies including, but not limited to, local government contributions, fines, grant proceeds, seizures and forfeitures for the benefit of the 13th DTF shall be deposited in this fund.

Disbursement of Judicial District Drug Fund: Monies from the Judicial District Drug Fund may be disbursed upon request by the 13th DTF Director. Disbursements shall be subject to the limitations established by the Board in accordance with state and federal law.

Contributions and Distribution of Income: All contributions by individual agencies that are members of the 13th DTF along with any individualized agreements relating to the distribution of income and/or seized assets between the 13th DTF and individual agencies, will be pursuant to Memorandums of Understanding between the 13th DTF and the respective individual agencies. These agreements will be approved by the District Attorney General, the chief law enforcement officer of the respective agency and the Director of the 13th DTF. All distribution of income and/or seized property will comply with any and all applicable Tennessee state law.

Budget: The 13th DTF Director or designated Deputy Director shall prepare an annual budget on or before April 1st of each year designating the manner in which the Judicial District Drug Fund shall be disbursed. Such budget shall be approved by the Board prior to disbursement.

Purchasing: The Board may adopt policies and procedures concerning purchasing. The purchasing procedure of the 13th DTF must comply with the purchasing procedure of the county wherein the 13th DTF headquarters is located as well as any other applicable state and/or federal law.

Accounting and Reporting: The 13th DTF must maintain the finances and records pertaining to such finances in accordance with state and federal law. The 13th DTF Director shall file a quarterly financial report with the Board.

Audit: An annual audit shall be conducted of the funds maintained and disbursed by the 13th DTF. The audit will be made by the State Comptroller or a private accountant employed via a majority vote of the Board.

5. PROPERTY OF THE 13th DTF: The 13th DTF shall have the authority to maintain control over personal and real property.

Personal Property and Equipment: The personal property and equipment contributed to or purchased by the 13th DTF shall remain the property of the 13th DTF for so long as the 13th DTF is operational. The property and equipment supplied through employees assigned to the DTF that remain employees of a law enforcement agency and/or governmental entity shall remain the property of the law enforcement agency and/or governmental entity unless otherwise designated in writing.

Real Property: The 13th DTF has the authority to purchase real property and hold such property in the name of the 13th DTF. Any purchase of real property made by the 13th DTF must be made with the authorization and approval of a majority of the Board.

Disposal of 13th DTF Property: Obsolete or surplus property of the 13th DTF may be disposed of at the discretion of the 13th DTF Director. In the event the 13th DTF is dissolved or disbanded, real and personal property in the custody and control of the 13th DTF shall be disposed of by the Board to the law enforcement agencies and/or governmental entities that are parties to this agreement or in accordance with state law as the Circuit or Criminal Court in any county in which the 13th DTF operates within the 13th Judicial District shall direct.

6. ASSET FORFEITURE: Forfeited proceeds shall be divided equitably between the law enforcement agencies that employ the 13th DTF agents who were involved and contributed to the investigation in which the forfeited proceeds are related. The final determination regarding the equitable division of forfeited assets among agencies shall be determined by a majority vote of the Board.

7. PERSONNEL: Any assignment of a law enforcement officer, assistant district attorney general, or district attorney general investigator to the 13th DTF shall have such assignment in writing provided by the chief law enforcement official of the assigning jurisdiction; including, but not limited to, sheriff departments, police departments, task forces, state law enforcement agencies and district attorney general's office, and shall not become effective until approved by the Board. As stated herein, the Director has the authority to hire personnel for the 13th DTF, including agents and/or office staff, after receiving approval for such hire from the Board. Pursuant to Tennessee Code Annotated, Section 8-7-110, any law enforcement officer employed by or assigned to the 13th DTF must meet the minimum certification requirements of the peace officers standards and training commission; provided, however, that such officer shall not be entitled to receive a police pay supplement for that certification.

Commission: The Director of the 13th DTF shall have the authority to commission personnel assigned to or hired by the 13th DTF with the approval of the District Attorney General for the 13th Judicial District.

Status and Benefits: Any law enforcement officer assigned to the 13th DTF shall remain an employee of the law enforcement agency making the assignment for the purpose of compensation and benefits. Salaries of such officers shall be paid by the respective law enforcement agency making the assignment. A law enforcement officer assigned to the 13th DTF shall retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and Worker's Compensation with the assigning agency.

Assignment and Transfer: Each law enforcement agency and/or governmental entity that is a party to this Agreement may recommend law enforcement officers for assignment to the 13th DTF. The officer, the assigning agency, the Director or the Board may request assignment changes regarding the officer's position with the 13th DTF. Any assignment or change in assignment pertaining to an officer with respect to the 13th DTF shall be subject to Board approval. Any law enforcement officer assigned by the 13th DTF shall follow the policies, procedures and general orders of the assigning agency as well as those established by the Director for the 13th DTF.

Supervision: Each law enforcement officer assigned as an agent to the 13th DTF shall be supervised by and shall cooperate with the Director and Deputy Directors in the conduct of his or her activities with the 13th DTF. In addition, each assigned officer shall cooperate with other agents of the 13th DTF in the performance of duties and fulfillment of the purposes of the 13th DTF.

8. **AUTHORITY OF AGENTS:** Any law enforcement officer or assistant district attorney general or district attorney general criminal investigator assigned to or hired by the 13th DTF shall have the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction. Such individuals shall also have the same rights, powers, duties and immunities statewide as such officer has within the 13th Judicial District; provided, that investigations conducted outside the officer's jurisdiction originated within the officer's own jurisdiction and is immediately necessary to an ongoing investigation; or by working in cooperation with another judicial district or multi-judicial district task force or law enforcement agency; or where there exists a mutual aid agreement between the judicial districts or multi-judicial district task forces approved by each district attorney general. See Tennessee Code Annotated, Section 8-7-110. Any law enforcement officer, who is employed directly by the 13th Judicial District Drug Task Force and has been conferred law enforcement powers, shall have all the police powers necessary to enforce all State laws, including all traffic laws, the power to serve and execute warrants, arrest offenders and issue citations.

9. **IMMUNITIES OF DTF AGENTS:** Notwithstanding any other provision of law to the contrary, concerning members of judicial district task forces relating to the investigation and prosecution of alleged drug violations, if a claim or suit should be filed against an individual and it is proven that: (1) at the time of the alleged incident the individual was a member of the 13th DTF who was properly certified to the board of claims pursuant to

state law; and (2) the alleged liability arose out of the individual's activities as a 13th DTF member; then it shall be conclusively deemed that the individual was not an employee, agent or servant of a local government but was a volunteer to the state. To the extent any conflict exists concerning liability or jurisdiction of the members of the 13th DTF relating to the investigation and prosecution of, but not limited to, drug cases between the provisions established by state law and any mutual aid or interlocal agreement entered into by the 13th DTF, then state law shall take precedence over any such agreement. See Tennessee Code Annotated, Section 8-7-110.

10. **LIABILITIES/INSURANCE:** Each agency shall, during the entire time of participation, maintain insurance of one million dollars for civil rights liability. Each agency and individual will maintain sufficient insurance for other liability required pursuant to the Tennessee Governmental Tort Liability Act to cover the obligations and liabilities of its officers/deputies. All officers/deputies will retain all privileges and immunities afforded by said Act. Employees, officers or deputies assigned to the 13th DTF shall only be liable for their own acts and shall not be liable for the acts of any other law enforcement officers or employees of other jurisdictions.

Each agency shall, during the entire time of participation, maintain sufficient insurance to cover its obligations and liability of its officers. This will include, but is not limited to, coverage of officer and vehicle while said officer is operating a vehicle, even though the vehicle may be owned by another law enforcement agency.

Proactive traffic enforcement that is race or ethnic-based is neither legal, consistent with democratic ideals, values, and principles of American policing, nor in any way a legitimate or defensible public protection strategy. It is not, cannot, and will not be tolerated by the police profession or the 13th DTF unit operations. Proactive traffic enforcement must and will continue to be conducted in fullest compliance with the constitutional and statutory safeguards established to preserve the rights of citizens, the prescriptions of case law, and the sanctioned policies and practices of law enforcement agencies. Bias has no place in law enforcement, and traffic stops must be performed in a professional and fair manner.

All the 13th DTF participating agencies will comply with Title VI of the Civil Rights Act of 1954, and all requirements imposed by or pursuant to the regulations of the Department of Justice (CFR, Part 42, subject C and D) issued pursuant to Title VI, relating to discrimination on the grounds of race, color, creed, sex, age, sexual preference, or national origin and equal employment opportunities.

11. **QUALIFICATIONS FOR CERTIFYING MEMBERS OF THE TASK FORCE AND MEMBERS OF THE BOARD OF DIRECTORS:** Pursuant to Tennessee Code Annotated Section 8-42-101(3)(C), the 13th DTF will comply with all requirements of Chapter 0620-3-5 of the Rules of the Tennessee Department of Finance and Administration relating to the qualifications for certifying members and board of directors of judicial drug task forces relating to the investigation and prosecution of drug cases for the purpose of state liability protection.

12. **DURATION AND TERMINATION OF AGREEMENT:** The duration of this Agreement is perpetual. A party to this Agreement may withdraw at any time by providing written

notice to the Board at least thirty (30) days prior to such withdrawal. The 13th DTF may be dissolved upon the vote of a majority of the Board and the approval of the District Attorney General of the 13th Judicial District. Upon such vote, the 13th DTF will wind up its affairs in accordance with the provisions outlined herein.

13. **CONSTRUCTION:** Should any of the provisions or portions of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of the Agreement shall be unaffected by such holding.

14. **EFFECT:** This Agreement shall take effect as of May 30, 2015, upon the adoption of the terms of this Agreement by the Board in existence prior to such effective date. Such entities seeking to be parties to this Agreement shall be made such upon receipt by the Board of the minutes of the meeting of the governing body of such party showing agreement to the terms outlined herein. If a participating entity does not seek approval of this Agreement prior to May 30, 2015, such entity will be removed from participation on the Board or as an assigning agency of the 13th DTF. The members of the Board and parties to this Agreement will be determined by the signatures affixed hereto by the representative assigned by the governmental agency after approval by the government body of the terms of this Agreement. If a signature and date does not appear by a party's agency, then such agency is not represented on the Board.

IN WITNESS WHEREOF, the parties by their duly authorized representatives designated by the following signatures:

ACCEPTED AND APPROVED BY:

DISTRICT ATTORNEY GENERAL
13th Judicial District of Tennessee

BRYANT C. DUNAWAY

DATE: _____

COUNTY OF CLAY

Brandon Boone, Sheriff of Clay County

DATE: _____

Dale Reagan, Mayor of Clay County

DATE: _____

APPROVED AS TO FORM, Hershel Lacy, Attorney for Clay County

DATE: _____

CITY OF CELINA

Terry Scott, Police Chief

DATE: _____

Willie Kerr, Mayor of Celina

DATE: _____

APPROVED AS TO FORM, James D. White, Attorney for City of Celina

DATE: _____

COUNTY OF CUMBERLAND

Casey Cox, Sheriff of Cumberland County

DATE: _____

Kenneth Carey, Mayor of Cumberland County

DATE: _____

APPROVED AS TO FORM, Randal Boston, Attorney for Cumberland County

DATE: _____

CITY OF CROSSVILLE

Rodney Shoap, Police Chief

DATE: _____

James Mayberry, Mayor of Crossville

DATE: _____

APPROVED AS TO FORM, Will Ridley, Attorney for City of Crossville

DATE: _____

COUNTY OF DEKALB

Patrick Ray, Sheriff of DeKalb County

DATE: _____

Tim Stribling, Mayor of DeKalb County

DATE: _____

APPROVED AS TO FORM, Hilton Conger, Attorney for DeKalb County

DATE: _____

COUNTY OF OVERTON

John Garrett, Sheriff of Clay County

DATE: _____

Ben Danner, Mayor of Overton County

DATE: _____

APPROVED AS TO FORM, Lillie Ann Sells, Attorney for Overton County

DATE: _____

CITY OF LIVINGSTON

Greg Etheredge, Police Chief

DATE: _____

Curtis Hayes, Mayor of Livingston

DATE: _____

APPROVED AS TO FORM, John Meadows, Attorney for City of Livingston

DATE: _____

COUNTY OF PICKETT

Dana Dowdy, Sheriff of Pickett County

DATE: _____

Richard Daniel, Mayor of Pickett County

DATE: _____

APPROVED AS TO FORM, Andrea Ayers, Attorney for Pickett County

DATE: _____

COUNTY OF PUTNAM

Eddie Farris, Sheriff of Putnam County

DATE: _____

Randy Porter, Executive of Putnam County

DATE: _____

APPROVED AS TO FORM, Jeff Jones, Attorney for Putnam County

DATE: _____

CITY OF COOKEVILLE

Randy Evans, Police Chief

DATE: _____

Ricky Shelton, Mayor of Cookeville

DATE: _____

APPROVED AS TO FORM, Dan Rader, Attorney for City of Cookeville

DATE: _____

COUNTY OF WHITE

Oddie Shoupe, Sheriff of White County

DATE: _____

Denny Robinson, Mayor of White County

DATE: _____

APPROVED AS TO FORM, John Meadows, Attorney for White County

DATE: _____

CITY OF SPARTA

Jeff Guth, Police Chief

DATE: _____

Jeff Young, Mayor of Sparta

DATE: _____

APPROVED AS TO FORM, Lynn Omohundro, Attorney for City of Sparta

DATE: _____

RESOLUTION NO. 07-2015-3

A RESOLUTION TO APPROVE THE AGREEMENT FOR MEDICAL EXAMINER SERVICES BETWEEN THE KNOX COUNTY REGIONAL FORENSIC CENTER AND CUMBERLAND COUNTY

WHEREAS, Cumberland County wishes to retain the Regional Forensic Center to provide Medical Examiner Autopsy and Autopsy Related Services: and

WHEREAS, these services shall consist of post mortem examinations, related services, and related reports; and

WHEREAS, Knox County Regional Forensic Center, through its Medical Examiner, is willing to provide post mortem examinations and related services for the County; and

WHEREAS, Knox County Regional Forensic Center's autopsy fee is \$1575 but they do not transport;

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Board of Commissioners meeting in session assembled on July 20, 2015 that Cumberland County Mayor, Kenneth Carey, Jr. be authorized and directed to execute the Agreement for Medical Examiner Services between the Knox County Regional Forensic Center and Cumberland County, Tennessee.

Adopted this 20th day of July, 2015.

SPONSOR:



Roy Turner, County Commissioner

APPROVED:

Kenneth Carey, County Mayor

ATTEST:

Jule Bryson, Cumberland County Clerk



KNOX COUNTY REGIONAL FORENSIC CENTER

Office of the Chief Medical Examiner
2761 Sullins Street, Knoxville, TN 37919

June 8, 2015

The Honorable Kenneth Carey Jr.
Cumberland County Government
2 North Main Street, Suite 203
Crossville, TN 37855

Dear Mayor Carey,

We appreciate and value our relationship and thank you for allowing us to provide Autopsy and Autopsy Related Services for your county. I am sending this letter to let you know that on August 1, 2015 we will be increasing our charges by 5% for Autopsies and Autopsy Related Services. This is the first increase in charges in 4 years.

I would like to let you know about some of the exciting things that have been going on at the Regional Forensic Center over the past few months.

1. On December 16, 2014, we opened our new state of the art and N.A.M.E. accredited facility which doubled our space to 18,000 sq. ft. and increased our capacity to conduct autopsies. The facility was made possible by funding from the State of Tennessee and Knox County government.
2. We have added 13 new staff which includes one new Forensic Pathologist and we are about to hire another Forensic Pathologist.
3. We have worked to guarantee the state law was not changed in order to assure County Mayors have the right to appoint a physician as the Medical Examiner for their county and maintain control over Death Investigation in their counties.
4. Our Forensic Anthropologist has worked multiple cases within the region to positively identify decedents who were not known upon arrival at the facility. In addition, he has worked with local law enforcement and the National Missing and Unidentified Persons System (NamUs) to identify decedents in cold cases.
5. We have hosted multiple training sessions for Death Scene Investigation for Medical Examiners and Death Investigators in the counties we serve.
6. We have worked with Emergency Preparedness groups and participated in several exercises to include a large, full-scale event to assure our integration and preparedness for emergency response events for the region.



KNOX COUNTY REGIONAL FORENSIC CENTER

Office of the Chief Medical Examiner
2761 Sullins Street, Knoxville, TN 37919

Dr. Mileusnic, the Chief Medical Examiner, and our staff take seriously our charge to provide an accurate, timely death investigation, autopsy services, and provide closure for the family. Our Forensic Pathologists are board certified and have vast experience working with law enforcement and prosecutors to present effective cases when action is warranted.

Attached you will find a contract and a fee schedule for services. We would enjoy an opportunity to review these with you either in person or over the phone based on your desire. Please contact Denise Edsell, my administrative assistant, at 865-215-8028. Or, if you prefer, please sign and return the contract.

We look forward to continuing our partnership.

Sincerely,

John M. Lott, M.S., R.N.
Senior Director
Regional Forensic Center

Darinka Mileusnic-Polchan, MD, PhD
Chief Medical Examiner
Regional Forensic Center

Attachments: RFC-Cumberland County Forensic Center Contract
Regional Forensic Center Fee Schedule

cf: Mr. Nathan Brock, Finance Director
David McKinney, M.D., County Medical Examiner

**REGIONAL FORENSIC CENTER
AND
CUMBERLAND COUNTY
AGREEMENT FOR MEDICAL EXAMINER SERVICES**

THIS AGREEMENT (the "Agreement") dated the 1st day of August, 2015, is by and between Cumberland County, Tennessee ("County") and Knox County Regional Forensic Center in Knox County, Tennessee ("RFC"). County is joining in the execution of this Agreement for the limited purpose of consenting to the transactions contemplated herein.

WHEREAS, County expressed its wishes to retain the Regional Forensic Center to provide Medical Examiner Autopsy and Autopsy Related Services; and

WHEREAS, these services shall consist of post mortem examinations, related services, and related reports; and

WHEREAS, Knox County Regional Forensic Center, through its Medical Examiner, is willing to provide said post mortem examinations and related services for the County.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **SCOPE OF SERVICES.** Knox County Regional Forensic Center, through its Medical Examiner, will perform post mortem examinations with autopsy and issue related reports on each case referred by County and related services as requested by the County.
 - a. County shall:
 - i. Notify RFC, verbally and in writing, of anticipated changes in current on scene medical investigator and or county medical examiner or coroner personnel.
 - ii. Notify county medical investigators, county coroner(s), and county medical examiner that all cases reported to the medical examiner's office may be discussed with RFC staff while county officials are present at the death scene, or as soon as practical when communication is limited by geography, to ensure quality, uniform death investigation and protect evidence against contamination and loss. RFC will make qualified recommendations for case disposition to be considered at the discretion of County Medical Examiner.
 - iii. Ensure that county medical investigators, county coroners, and county medical examiners meet the qualifications as set out in Tenn. Code Ann. § 38-7-104 and RFC standard operating procedures.
 - iv. Maintain the capacity to conduct death investigations 365 days a year, 7 days a week, 24 hours a day in accordance with the requirements of Tenn. Code

Ann. § 38-7-101-38-7-119 and RFC standard operating procedures.

- v. Ensure death investigations are conducted in accordance with Tennessee statutes, rules, guidelines, policy, and procedures by review of reports produced by RFC.
- vi. Provide/maintain body transportation services that have capacity to respond to death scenes in a timely manner and transport the body directly from the scene to the RFC when an autopsy is ordered.
- vii. Replenish disposable items for the field medical investigators such as evidence bags, body bags, identification tags with chain of custody documentation, and personal protective equipment.
- viii. Ensure that the on-scene medical investigators have access to a computer and a digital camera to facilitate transfer of case reports and scene/decedent photographs to the RFC.
- ix. Ensure that the on-scene medical investigators have the capacity to call the RFC while at the scene and/or establish alternative communication if remote region prohibits cell or land line use (*i.e.* dispatch).
- x. Ensure that on-scene medical investigators respond to scenes in a timely manner (generally within 30 minutes of notification of death).

b. RFC shall:

- i. Provide consulting services to county medical examiner, medical investigators, and county coroner(s) 365 days per year, 7 days per week, 24 hours per day, in order to determine medical examiner jurisdiction and recommend case disposition based on the guidelines of death investigation set forth by the National Institute of Justice and the RFC.
- ii. Maintain National Association of Medical Examiners ("NAME") Accreditation.
- iii. Conduct death investigations in accordance with Tennessee statutes, rules, guidelines, policies, and procedures.
- iv. Dispatch a forensic pathologist, forensic anthropologist, or medical investigator employed by R F C to select death scenes (homicides, infant/child deaths, and unusual circumstances) upon request.
- v. In conjunction with the Tennessee Office of Chief Medical Examiner, provide initial and continuing forensic training for county medical investigators, county coroner(s), and county medical examiners.
- vi. Provide reports to County Mayor's Office documenting use of service, quality of

death investigation, and areas of improvement when necessary to meet standards of death investigations in accordance with Tennessee statutes, rules, guidelines, policy, and procedures in order to establish transparency and prevent malfeasance.

2. **FEES.** County will present a properly executed Order for Autopsy and pay a fee per case in the amount listed in Schedule A. This agreement may remain in place with changes in Schedule A after a 90 day notice of fee change has been sent to County.
3. **ADDITIONAL SERVICES.** Any additional postmortem toxicology, expert criminal testimony, molecular laboratory testing, including but not limited to genetic, DNA and X-Rays shall be the financial responsibility of County. If performed by Knox County Regional Forensic Center, an additional fee for these services will be incurred. County will be given an opportunity to approve all additional services and fees prior to RFC providing the additional services. See Schedule A for list of additional RFC fees.
5. **RESPONSIBILITY FOR ADDITIONAL FEES.** County shall be responsible for all charges regarding the transportation of said body.
6. **INVOICE.** Knox County shall invoice County for its charges after the completion of each autopsy.
7. **PAYMENT PERIOD.** The charges shall be paid by County within thirty (30) days of receipt of said invoice.
8. **TERMINATION.** Either party may terminate this Agreement upon a ninety (90) day written notice to the other party.
9. **TERM.** This agreement shall remain valid and in effect after signing by both parties. Amendments to services can be made as needed and will be in effect after signing by both parties. Fee schedule amendments will be made as needed and will be in effect 90 days after notification.
10. **LIABILITY.** Knox County Regional Forensic Center and its Medical Examiner shall have no liability for services rendered beyond those specifically enumerated herein.
11. **GOVERNING LAW; FORUM; SERVICE OF PROCESS; VENUE.** This Agreement shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
12. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns and, except as otherwise set forth herein, shall inure to the benefit of only the parties hereto.

13. COUNTERPARTS; FACSIMILE SIGNATURE; ELECTRONIC STORAGE. This Agreement may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile or other electronic means shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.

14. NOTICES. Any notice required or permitted to be given hereunder may be given by personal delivery or by registered or certified mail, and if given by mail, shall be deemed sufficiently given when deposited in the United States Mail, proper postage prepaid, registered or certified, return receipt requested, and addressed as follows:

<u>RFC</u>	<u>COUNTY</u>
John M. Lott, MS, RN Senior Director Knox County Regional Forensic Center 2761 Sullins Street Knoxville, TN 37919 Email: john.lott@knoxcounty.org Phone: 865-215-8028 Fax: 8675-215-8020	The Honorable Kenneth Carey, Jr. Mayor of Cumberland County 2 North Main Street, Suite 203 Crossville, TN 37855

15. MISCELLANEOUS. This document constitutes the entire agreement on the subject matter between the parties. No modification of this Agreement shall be binding unless in writing and signed by the party against which it is sought to be enforced. Each party will execute and deliver all additional documents and do all such other acts as may be reasonably necessary to carry out the provisions and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by themselves or their duly-authorized representative as of the day and year first set out above.

KNOX COUNTY, TENNESSEE

By: _____

Tim Burchett
Mayor of Knox County

Date: _____

Knox County Contract No.: 15-137
Approved as to legal form:

By: Edith Willcox

Date: June 2, 2015

CUMBERLAND COUNTY, TENNESSEE

By: _____

Kenneth Carey, Jr.
Mayor of Cumberland County

Date: _____

Cumberland County Contract No.: _____

Approved as to legal form:

By:

Date: